

RECORDATION NO.

FILED 1425

13367-A  
MAY 1 1984 -12 05 PM  
Agatha Mergenovich  
Interstate Commerce Commission  
Washington, D.C. INTERSTATE COMMERCE COMMISSION

No.

Date

Fee \$

ICC Washington, D. C.

48122A022

RECORDATION NO.

FILED 1425

MAY 1 1984  
MAY 1 1984 -12 05 PM  
6000  
INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of 49 USC 11303(a) are the original and four counterparts of a First Amendment to Equipment Lease dated as of October 1, 1981 and a Second Amendment to Equipment Lease dated as of May 1, 1984. The Equipment Lease to which said First Amendment and Second Amendment relate is dated as of October 1, 1981 and was filed with your office at 3:50 P.M. on December 17, 1981 and given Recordation No. 13367. Said First Amendment and Second Amendment are secondary documents.

A general description of the railroad equipment covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessor: IC Equipment Leasing Company  
111 East Wacker Drive  
Chicago, Illinois 60601

Lessee: Illinois Central Gulf Railroad Company  
Two Illinois Center  
233 North Michigan Avenue  
Chicago, Illinois 60601

The undersigned is the Lessor mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Please return the original and three copies of the First Amendment and Second Amendment to Larry Elkins, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$20.00 covering the required recording fee.

A short summary of the enclosed secondary documents to appear in the Index follows:

First Amendment to Equipment Lease between IC Equipment Leasing Company, as Lessor, 111 East Wacker Drive, Chicago, Illinois 60601, and Illinois Central Gulf Railroad Company, as Lessee, Two Illinois Center, 233 North Michigan Avenue, Chicago, Illinois 60601, covering 11 rebuilt locomotives and 260 open top hopper cars.

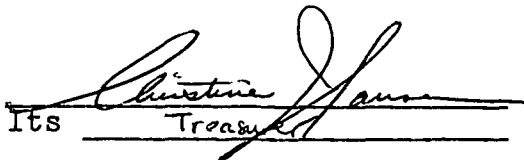
Second Amendment to Equipment Lease between IC Equipment Leasing Company, as Lessor, 111 East Wacker Drive, Chicago, Illinois 60601, and Illinois Central Gulf Railroad Company, as

Lessee, Two Illinois Center, 233 North Michigan Avenue, Chicago,  
Illinois 60601, covering 11 rebuilt locomotives and 260 open top  
hopper cars.

Very truly yours,

IC EQUIPMENT LEASING COMPANY

By

  
Its Treasurer

LESSOR AS AFORESAID

Enclosures

DESCRIPTION OF ITEMS OF EQUIPMENT

Term Lease Commencement Date: February 1, 1982

Outside Delivery Date: December 30, 1981

Place of Delivery: Paducah, Kentucky  
(for Rebuilt Equipment)

Centralia, Illinois  
(for New Equipment)

Description of New Items: 260 100-Ton Open Top Hopper Cars  
Marked and Numbered ICG 387740  
through ICG 387999, inclusive

Description of Rebuilt Items: 11 Rebuilt SW-14 Diesel Electric  
Locomotives Marked and Numbered  
ICG 1489 through ICG 1499,  
inclusive

(I.C.G. No. 81-4)

SCHEDULE A

Interstate Commerce Commission  
Washington, D.C. 20423

5/1/84

OFFICE OF THE SECRETARY

Larry Elkins, Esq  
Chapman & Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/1/84 at 12:05pm and assigned re-recording number(s). 13367-A, 13367-B, 13368-A, 13572-A, 13573-A, 13573-B

Sincerely yours,

  
JAMES H. BAYNE

Secretary

Enclosure(s)

SE-30  
(7/79)

Law Offices of

**CHAPMAN AND CUTLER**

a partnership including professional corporations

Theodore S. Chapman  
1877-1943  
Henry E. Cutler  
1879-1959

111 West Monroe Street, Chicago, Illinois 60603  
TWX 910-221-2103 Telex 206281  
Telephone 312 845-3000

Salt Lake City Office  
50 South Main Street  
Salt Lake City, Utah 84144  
Telephone 801 533-0066

April 30, 1984

Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Room 2303  
Washington, D.C. 20423

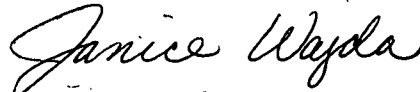
Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed please find I.C.C. transmittal letters, the appropriate fee and counterparts of an Amendment to Security Agreement and an Amendment to Lease to be recorded on Tuesday, May 1, 1984. Please call the undersigned collect at (312) 845-3000, ext. 4266, as soon as possible after recording to give us the recording information.

Please return the acknowledgment copies to the party designated in the transmittal letter. Thank you for your cooperation.

Very truly yours,



Janice Wajda  
Paralegal

Enclosures

RECORDATION NO. 13367-A  
FROM 1428

MAY 1 1984 -12 05 PM

INTERSTATE COMMERCE COMMISSION

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FIRST AMENDMENT TO EQUIPMENT LEASE

Dated as of October 1, 1981

Between

IC EQUIPMENT LEASING COMPANY

LESSOR

And

ILLINOIS CENTRAL GULF RAILROAD COMPANY

LESSEE

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(I.C.G. Trust No. 81-4)  
(11 Rebuilt Locomotives and  
260 Open Top Hopper Cars)

FIRST AMENDMENT TO EQUIPMENT LEASE

This FIRST AMENDMENT TO EQUIPMENT LEASE dated as of October 1, 1981, is between IC EQUIPMENT LEASING COMPANY (the "Lessor") and ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation (the "Lessee");

R E C I T A L S:

The Lessor and the Lessee have heretofore entered into an Equipment Lease dated as of October 1, 1981 (the "Original Lease"), which Original Lease was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on December 17, 1981 at 3:50 P.M. and given Recordation No. 13367;

WHEREAS, the Lessee and the Lessor now desire to amend the Original Lease in the manner hereinafter provided and each of the parties to the Participation Agreement (as defined in the Original Lease) other than the Lessee and the Lessor have separately executed and delivered their respective Consents to the execution of this First Amendment to the Original Lease;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessee and the Lessor hereby agree that the Original Lease is hereby amended so that the parenthetical phrase "(computed on the actual number of days elapsed divided by 360)" appearing at the end of clause (1) of Section 2.1(c) of the Original Lease is deleted and replaced by the parenthetical phrase "(determined on the basis of a 360-day year comprised of twelve 30-day months)".

This First Amendment to Equipment Lease may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary for any counterpart to be signed by any two parties so long as each such party shall sign a counterpart.

This First Amendment to Equipment Lease shall be construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any Federal statute, rule or regulation.

Except to the extent hereby amended, the Original Lease is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Equipment Lease to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

IC EQUIPMENT LEASING COMPANY

[CORPORATE SEAL]

ATTEST:

*E. H. Cahill*  
Secretary

By *Christine J. Jones*  
Its Treasurer

ILLINOIS CENTRAL GULF RAILROAD  
COMPANY

[CORPORATE SEAL]

ATTEST:

Assistant Secretary

By \_\_\_\_\_  
Its Vice President



STATE OF ILLINOIS       )  
                              ) SS  
COUNTY OF COOK         )

On this 8th day of September, 1982, before me personally appeared Christine J. Sauser, to me personally known, who being by me duly sworn, says that she is the Treasurer of IC EQUIPMENT LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marianne C. Olson  
Notary Public

[NOTARIAL SEAL]

My commission expires: July 20, 1986

STATE OF ILLINOIS       )  
                              ) SS  
COUNTY OF COOK         )

On this \_\_\_\_ day of September, 1982, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a Vice President of ILLINOIS CENTRAL GULF RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires:

DESCRIPTION OF ITEMS OF EQUIPMENT

Term Lease Commencement Date: February 1, 1982

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Place of Delivery: Paducah, Kentucky  
(for Rebuilt Equipment)

Centralia, Illinois  
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through ICG 387999, inclusive

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Locomotives Marked and Numbered  
ICG 1489 through ICG 1499,  
inclusive

(I.C.G. No. 81-4)

SCHEDULE A  
(to First Amendment to Equipment Lease)

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FIRST AMENDMENT TO EQUIPMENT LEASE

Dated as of October 1, 1981

Between

IC EQUIPMENT LEASING COMPANY

LESSOR

And

ILLINOIS CENTRAL GULF RAILROAD COMPANY

LESSEE

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(I.C.G. Trust No. 81-4)  
(11 Rebuilt Locomotives and  
260 Open Top Hopper Cars)

## FIRST AMENDMENT TO EQUIPMENT LEASE

This FIRST AMENDMENT TO EQUIPMENT LEASE dated as of October 1, 1981, is between IC EQUIPMENT LEASING COMPANY (the "Lessor") and ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation (the "Lessee");

### R E C I T A L S:

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NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessee and the Lessor hereby agree that the Original Lease is hereby amended so that the parenthetical phrase "(computed on the actual number of days elapsed divided by 360)" appearing at the end of clause (1) of Section 2.1(c) of the Original Lease is deleted and replaced by the parenthetical phrase "(determined on the basis of a 360-day year comprised of twelve 30-day months)".

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This First Amendment to Equipment Lease shall be construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any Federal statute, rule or regulation.

Except to the extent hereby amended, the Original Lease is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Equipment Lease to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

IC EQUIPMENT LEASING COMPANY

[CORPORATE SEAL]

ATTEST:

By \_\_\_\_\_  
Its Treasurer

\_\_\_\_\_  
Secretary

ILLINOIS CENTRAL GULF RAILROAD  
COMPANY

[CORPORATE SEAL]

ATTEST:

By B. E. Kunkin  
Its Vice President

W. H. Anderson  
Assistant Secretary

STATE OF ILLINOIS     )  
                              ) SS  
COUNTY OF COOK        )

On this \_\_\_\_ day of September, 1982, before me personally appeared Christine J. Sauser, to me personally known, who being by me duly sworn, says that she is the Treasurer of IC EQUIPMENT LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires:

STATE OF ILLINOIS     )  
                              ) SS  
COUNTY OF COOK        )

On this 8th day of September, 1982, before me personally appeared H. E. Kunkin, to me personally known, who being by me duly sworn, says that he is a Vice President of ILLINOIS CENTRAL GULF RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Virginia N. Shanahan  
Notary Public

[NOTARIAL SEAL]

My commission expires:

May 4, 1984

DESCRIPTION OF ITEMS OF EQUIPMENT

Term Lease Commencement Date: February 1, 1982

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(I.C.G. No. 81-4)

SCHEDULE A  
(to First Amendment to Equipment Lease)